

State of Arkansas
OFFICE OF STATE PROCUREMENT
1509 West Seventh Street, Room 300 72201-3966
P. O. Box 2940, 72203-2940
Little Rock, Arkansas
501-324-9316

STATE CONTRACT AWARD

THIS IS A TERM CONTRACT ISSUED BY THE OFFICE OF STATE
PROCUREMENT. THIS IS NOT AUTHORITY TO SHIP. A SEPARATE PURCHASE
ORDER WILL BE ISSUED. THIS CONTRACT CONSTITUTES ACCEPTANCE OF
PORTIONS OF YOUR BID ALONG WITH ALL TERMS AND CONDITIONS THEREIN
AND SIGNIFIES THE OFFERER'S KNOWLEDGE AND ACCEPTANCE OF ALL
TERMS AND CONDITIONS SET FORTH WITHIN THE INVITATION FOR BID.

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BUYER: TOM PRIGMORE	CONTRACT/BID NO.: SP-03-0458
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DESCRIPTION: DIGITAL COPIER LEASES - 3 YEAR, (NO PURCHASE OPTION)
CONTRACT PERIOD: DATE OF AWARD THROUGH MAY 31, 2005
(INDIVIDUAL LEASES WILL RUN FROM DATE OF INSTALLATION)

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COMMODITY CLASS(ES): 60046
PURCHASE REQUEST NO.: SEE AGENCY P.O.
AGENCY CONTACT/PHONE: SEE AGENCY P.O.
DELIVERY REQUIREMENTS: 30 DAYS AFTER RECEIPT OF ORDER, EXCEPT
JUNE 25 - JULY 31, WHEN 45 DAYS WILL BE ALLOWED

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**PRICES ARE F.O.B. DESTINATION, INSIDE DELIVERY, UNLESS OTHERWISE
SPECIFIED.**

INVOICE TO: AS SPECIFIED ON AGENCY PUCHASE ORDER	DELIVER TO: AS SPECIFIED ON PURCHASE ORDER, BUT NOT OUTSIDE COUNTY FOR WHICH AWARD WAS ISSUED
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CONTRACT AWARD TO:
(SEE PAGES 2 - 4)

STATE OF ARKANSAS OFFICE OF STATE PROCUREMENT

BY: _____

DATE: _____

VENDOR NAME
ADDRESS

Arkansas Copier Center, Inc.
9621 I-30

Little Rock, Arkansas 72209

PHONE NUMBER

(501) 562-8297

FAX NUMBER

(501) 568-8297

EMAIL ADDRESS

randalt@arkansascopier.com

CONTACT

Ralph Thompson

AASIS OA#

4600004564



Ralph Thompson.msg

VENDOR NAME:
ADDRESS:

Bull's Office System, Inc.

622 North 11th Street

Ft Smith, Arkansas 72901

PHONE NUMBER:

(800) 251-0085

FAX NUMBER:

(479) 782-3087

EMAIL ADDRESS:

bullsdealer@mynewroads.com

CONTACT:

Rusty Bushong

AASIS OA#

4600004594



Rusty Bushong.msg

VENDOR NAME
ADDRESS

Business World, Inc.

PO Box 34165

920 South Spring Street

Little Rock, Arkansas 72203-4165

PHONE NUMBER

(501) 399-3320

FAX NUMBER

(501) 374-0198

EMAIL ADDRESS

richard.johnson@busworld.com

CONTACT

Richard Johnson

AASIS OA#

4600004593



Richard Johnson.msg

VENDOR NAME: **Copy Systems, Inc.**
ADDRESS: **721 W. 9th Street**
Little Rock, Arkansas 72201
PHONE NUMBER: **(501) 376-2679**
FAX NOUMBER: **(501) 377-2706**
EMAIL ADDRESS: **mrebick@newcopiers.net**
CONTACT: **Michael S. Rebick**
AASIS OA# **4600004595**



Michael S
Rebick.msg

VENDOR NAME: **Digital Printing Solutions**
ADDRESS: **Town West Drive**
Rogers, Arkansas 72756
PHONE NUMBER: **(479) 636-0112**
FAX NUMBER: **(479) 636-1502**
EMAIL ADDRESS: **mgower@dpsone.com**
CONTACT: **Michael Gower**
AASIS OA# **4600004606**



Michael Gower.msg

VENDOR NAME: **Global Business Solutions**
ADDRESS: **7123 Interstate 30, Suite 21**
Little Rock, Arkansas 72209
PHONE NUMBER: **(501) 568-4000**
FAX NUMBER: **(870) 932-7583**
EMAIL ADDRESS: **bhiggs@globussolutions.com**
CONTACT: **Ben Higgs**
AASIS OA# **4600004614**



Mike Keller.msg

VENDOR NAME: **Standard Business Systems, Inc.**
ADDRESS: **1300 West Park, Suite 7**
Little Rock, Arkansas 72204
PHONE NUMBER: **(501) 663-4414**
FAX NUMBER: **(501) 663-4976**
EMAIL ADDRESS: **info@standardbusiness.com**
CONTACT: **Steve Milam**
AASIS OA# **4600004590**



David D Gulley.msg

VENDOR NAME: **Xerox Corporation**
ADDRESS: **17200 Chenal Parkway, Suite 230**
Little Rock, Arkansas 72223
BRAND NAMES: **Xerox**
PHONE NUMBER: **(501) 821-5000**
FAX NUMBER: **(501) 821-5060**
EMAIL ADDRESS: **Steve.Sunwall@usa.xerox.com**
CONTACT: **Steve Sunwall**
AASIS OA# **4600004616**



Steve Sunwall.msg

EXEMPTIONS, EXCEPTIONS, AND ELIGIBILITY

All state agencies having an Agency Purchasing Official, including Colleges and Universities, Arkansas Highway and Transportation Department, Game and Fish Commission, and all Constitutional Officers are exempted from the requirement that they purchase from this contract. This does not prevent their use of the contract if they choose.

Other agencies may request exceptions to this contract, in writing, on a case-by-case basis, with justification for the exception. Any exception issued will be granted in writing and the Office of State Procurement will handle the procurement, under normal purchasing procedures.

Arkansas Purchasing Law provides that local public procurement units (counties, municipalities, school districts, certain not-for-profit corporations, etc.) may participate in state purchasing contracts. The contractor(s) therefore agree(s) to sell to Cooperative Purchasing Program participants at the option of the program participants. Unless otherwise stated, all standard and special terms and conditions listed within the Request for Quotation must be equally applied to such participants. Cooperative Purchasing Participants will handle their own payments and renewals.

TYPE OF CONTRACT: LEASE ONLY (no purchases or purchase options)

Master contract will be for leases with full cover maintenance and copier supply contracts and will be for a period to run from date of award through May 31, 2005. Bid price must be firm for the contract period stated above. Individual contracts for machines ordered from this contract will run for three years from date of installation. Agencies will be billed monthly by the contract item numbers minimum specifications copies per month and will reconcile at the end of each contract year on any overages. **OVERAGES WILL BE BILLED AT 75% OF CONTRACT ITEMS COST PER COPY.**

AWARD AND ADMINISTRATION

The Director of the Office of State Procurement will be responsible for the award and administration of the contract.

CONTRACT GUIDELINES

A. The State of Arkansas may contract with another party:
To accept the risk of loss of the equipment and pay for

destruction, loss or damage to the equipment while the State has such risk, when the extent of the liability for such risk is based upon the purchase price of the equipment at the time of any loss and the contract has required the State to carry insurance for such risk.

B. IN THE EVENT OF CONTRACTOR OR VENDOR DEFAULT THE STATE WILL NOT BE LIABLE FOR ANY REMOVAL CHARGES.

C. THE VENDOR WILL HOLD TITLE TO ALL EQUIPMENT AND ACCESSORIES PROVIDED UNDER THIS CONTRACT. THE STATE SHALL BE RELIEVED FROM RISK OR DAMAGE DURING THE PERIOD OF TRANSPORTATION, INSTALLATION, AND DURING THE ENTIRE TIME THE EQUIPMENT IS IN THE POSSESSION OF THE STATE. THE VENDOR WILL PROVIDE ALL PROPERTY TAX AND DAMAGE INSURANCE.

CRITERIA FOR AWARD

Award was be based on adherence to copier specifications, cost per copy, and availability of trained service. Award is issued on a county by county basis, with the exception of the Central Arkansas area which comprises the following 14 counties to be bid all or none; Van Buren, Cleburne, Conway, Faulkner, White, Perry, Pulaski, Lonoke Prairie, Garland, Saline, Hot Springs, Grant, and Jefferson. Networking was not be part of the award criteria. However, network pricing is listed on the contract.

MULTIPLE AWARDS

Contract award will be a multiple award with up to three different vendors for each item. Multiple award contracts are those awarded to two or more bidders for the same or essentially similar items.

INSTRUCTION TO CONTRACTOR

Equipment maintenance shall be performed by the contractor during the term of the contract.

Bid price includes delivery and set up of equipment in user location, instruction in operation, technical assistance, and operation manuals.

On site response time is not to exceed eight (8) working hours after notification. Bidder must include mileage as part of this agreement. The state will not assume mileage costs on service calls. Downtime of machine in user location, due to service, should not exceed three hours; however, if service exceeds three hours agency must be furnished with a loaner machine of equal capability upon request. For the agency's records, service

technician must leave a written explanation of what was done to the machine, what parts were replaced and when the service took place. Please bid only those counties that can be adequately covered to meet the above standard of service and response time.

In the event a machine is removed from user location for repair, bidder will supply similar machine of equal quality and capability within eight (8) working hours.

NOTE: Copier must accept recycled copier paper from state contract. All adjustments, costs etc. necessary for this requirement will be borne by successful vendor.

Designated dealers must have certified service technicians for the brand bid.

In the event a designated dealer fails to fulfill any contractual obligations, bidder will either assume or provide for such service at no additional cost or inconvenience to the using agency.

CONTRACT SUBSTITUTION APPROVAL

Substitutions may be temporary in nature and affect only one or two placements or may be for the duration of the contract and affect all machines ordered after the effective date. Substitutions must meet the minimum specifications listed in the RFQ.

All substitutions for awarded contract items must be submitted in writing by the vendor to, and approved by, the Office of State Procurement prior to delivery. Ordering agencies must have an opportunity to accept/reject the substitution of any machines listed on their original purchase request prior to delivery, as the using agency may elect to cancel the original purchase request.

NOTE: SUBSTITUTIONS WILL NOT BE CONSIDERED BY THE OFFICE OF STATE PROCUREMENT PRIOR TO DECEMBER 31, 2003. VENDORS WILL BE REQUIRED TO SUPPLY MACHINES AS AWARDED FROM DATE OF AWARD THROUGH DECEMBER 31, 2003.

UNUSABLE COPIES FACTOR

Copier equipment periodically experiences paper jams and malfunctions that cause unacceptable copy quality. These factors are not in the control of the machine operator, but are a noticeable expense. Copies made that are unacceptable and turned over to the service technician, shall be deducted from the machine's monthly copy count for payment. The number of such

unacceptable copies shall be noted on the technician's service report for each service call. Also, all copies produced in the course of maintenance and/or repair of a machine shall be considered as unusable copies and shall NOT be billed to the Agency. The number of such test copies shall also be noted on the service report for each service call. The monthly invoice must reflect the credit for the waste copies run during the month billed.

EXCESSIVE SERVICE CALLS

During the contract period, should any user originate five (5) service calls within any 30-calendar days, or should any machine or components thereof reflect a cumulative downtime (defined as all time during which the copy machine including all components and options is not 100% operational at full capacity) of 16 working hours within any 30 day period, the Agency Director or designee, the State Procurement representative and a Vendor representative will evaluate the reasons behind the situation. Determination of whether additional repairs and/or additional training and/or machine replacement is warranted will be made by the using agency and State Procurement. The vendor will, within five (5) working days of receipt of the determination, fully implement the action(s) directed by the State, resolving the situation within 15 working days maximum, or the contract may be cancelled by the Office of State Procurement.

CONTRACT TERMINATION

In the event that the anticipated term of any contract, (which includes a continuing financial obligation of the state) extends beyond the current biennial period, the contract will be terminable on the part of the state at the end of the current biennial period. Any and all terminations, must be approved by the Director of the Office of State Procurement. The state may agree to continue the contract, but in no case will any renewal cause the contract to continue beyond a biennial period, for which the contract is renewed. Any services or products on contract accepted by the state must be paid for but this does

not obligate the state to continue the contract beyond the end of the biennial period.

SUPPLIES

Supplies, excluding paper and staples, for the copiers bid, will be provided for the term of the contracts on a one price inclusive basis by the awarded bidder.

PRICE DECREASES

The Office of State Procurement will make no decreases in awarded prices for 180 days after award of contract. Price decreases after this period will be made on written offer from awarded vendor. Price reductions will be published by the Office of State Procurement, only once, each four months after the initial 180-day period.

SUMMARY REPORTS

Awarded vendors will be required to report on leases made by item number, brand and model, agency, county, and number of machines. All Cooperative Purchasing Program participation must be listed. This report must be sent to the Office of State Procurement by March 31, 2005 to cover orders placed in effect by January 1, 2005.

A second report, covering orders for the entire period of this contract, will be required by June 30, 2005, after contract expiration. Both reports should be sent to the attention of Tom Prigmore.

CLARIFICATIONS

PRICING:

The Excel document SP-03-0458 MASTER; Award, Pricing Sheet is where to view contract vendors, machine selection/plus options, cost per copy pricing, and networking features and pricing.

To view contract vendors, machine selection/plus options, cost per copy pricing, and networking features and pricing in AASIS: In all the outline agreements associated with this contract; Go to Systems, Links, select Excel attachment SP-03-0458 MASTER. The excel attachment is for pricing Purchase Orders. A vendor URL site will also be provided, if available.

RESPONSE TIME:

The amount of time (measured in working hours) it takes the vendor to arrive at the agency's copier to begin repairs, after receiving the first phone call from the agency.

DOWN TIME:

The amount of time, measured in working hours, that the machine is unable to function and meet the agency's needs.

WORKING HOURS:

Monday through Friday, 8 am - 5 pm, excluding State Holidays and weekends.

500-SHEET CAPACITY:

The State will accept 2 each 250-sheet drawers and an automatic drawer switching feature as equal.

2000-SHEET CAPACITY:

The State will accept as equal 4 each 500-sheet drawers; or 2 each 500-sheet plus 1 each 1000-sheet drawer; or 2 each 1000-sheet drawers. Automatic drawer switching feature must be included.

KEY OPERATOR:

Agency contact person trained to handle day-to-day operations of the copier. This person also keeps a log (history) of contacts with vendor.

FINISHER - 1000/30/3

This finisher requires a minimum 1000-sheet capacity in the finishing tray, with a minimum of 30 sheets to be stapled at one time and a minimum 3-position stapler function.

DEFINITIONS FOR BID DOCUMENT SP-03-0458

Central Arkansas Area - 14 counties to be bid all or none; Van Buren, Cleburne, Conway, Faulkner, White, Perry, Pulaski, Lonoke Prairie, Garland, Saline, Hot Springs, Grant, and Jefferson.

THREE-YEAR LEASE

Items 1-10 to be awarded on a three-year from date of installation contract. Ordering agency will issue a purchase order for the item desired and the delivery location with the

name and phone number of the contact person at that location. Ordering Agency will choose their machine based on the number of copies per month included with that machine and features desired, and contact the awarded vendor, whose machine they select, to arrange delivery.

SURGE SUPPRESSOR:

The vendor is responsible for supplying a surge suppressor for equipment delivered against this contract, at no extra cost. It will not be necessary to list the surge suppressor as an option in the bid.

NETWORKING/CONNECTIVITY

"Digital copiers awarded are to have networking/connectivity features listed by 4 categories: (1) Print, (2) Print-scan-email, (3) Print-scan-email-folder, and (4) Set-up. Networking/connectivity shall be priced by the month.

OUTLINE AGREEMENT AWARD TERMS AND CONDITIONS

1. GENERAL: All terms and conditions stated in the invitation for bid govern this contract.
2. PRICES: Prices are firm and not subject to escalation, unless otherwise specified in the invitation for bid.
3. DISCOUNTS: All cash discounts offered will be taken if earned.
4. TAXES: Most state agencies must pay state sales tax. Before billing, the contractor should contact the ordering agency to find out if that agency must pay sales tax. Itemize state sales tax when applicable on invoices.
5. BRAND NAME REFERENCES: The contractor guarantees that the commodity delivered is the same as specified in the bid.
6. GUARANTY: All items delivered are to be newly manufactured, in first- class condition, latest model and design, including, where applicable, containers suitable for shipment and storage unless otherwise indicated in the bid invitation. The contractor guarantees that everything furnished hereunder will be free from defects in design, workmanship, and material; that if sold by drawing, sample or specification, it will conform thereto and will serve the function for which furnished. The contractor further guarantees that if the items furnished hereunder are to be installed by the contractor, such items will

function properly when installed. The contractor also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling, and registration. The contractor's obligations under this paragraph shall survive for a period of one year from the date of delivery, unless otherwise specified in the invitation for bid.

7. AWARD: This contract award does not authorize shipment. Shipment against this contract is authorized by the receipt of a purchase order from the ordering agency. A written purchase order mailed or otherwise furnished to the contractor results in a binding obligation without further action by either party.

8. DELIVERY: The term of the contract is shown on the face of the contract award. The contractor is required to supply the state's needs during this term. The number of days required to place the commodity in the receiving agency's designated location under normal conditions is also shown. Consistent failure to meet delivery without a valid reason may cause removal from the bidders' list or suspension of eligibility for award.

9. BACK ORDERS OR DELAY IN DELIVERY: Back orders or failure to deliver within the time required may be default of the contract. The contractor must give written notice to the Office of State Procurement and ordering agency of the reason and the expected delivery date. If the reason is not acceptable, the contractor is in default. The Office of State Procurement has the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere.

10. DELIVERY REQUIREMENTS: No substitutions or cancellations are permitted without written approval of the Office of State Procurement. Delivery shall be made during agency work hours only, 8:00 a.m. to 4:30 p.m., unless prior approval for other delivery has been obtained from the agency. Packing memoranda shall be enclosed with each shipment.

11. STORAGE: The ordering agency is responsible for storage if the contractor delivers within the time required and the agency cannot accept delivery.

12. DEFAULT: All commodities furnished will be subject to inspection and acceptance of the ordering agency after delivery. Default in promised delivery or failure to meet specifications authorizes the Office of State Procurement to cancel this contract or any portion of same and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor.

13.VARIATION IN QUANTITY: The state assumes no liability for commodities produced, processed or shipped in excess of the amount specified herein.

14.INVOICING: The contractor shall submit an original and two copies of an itemized invoice showing the bid number and purchase request number when itemized in the invitation for bid. Invoices must be sent to "Invoice to" point shown on the purchase order.

15.STATE PROPERTY: Any specifications, drawing, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for the use hereunder shall remain property of the state, be kept confidential, be used only as expressly authorized, and be returned at the contractor's expense to the F.O.B. point, properly identifying what is being returned.

16.ASSIGNMENT: This contract is not assignable nor the duties hereunder delegable by either party without the written consent of the other party to the contract.

17.OTHER REMEDIES: In addition to the remedies outlined herein, the contractor and the state have the right to pursue any other remedy permitted by law or in equity.

18.LACK OF FUNDS: The state may cancel this contract to the extent funds are no longer legally available for expenditures under this contract. Any delivered but unpaid for goods will be returned in normal condition to the contractor by the state. If the state is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the contractor may file a claim with the Arkansas Claims Commission. If the contractor has provided services and there are no longer funds legally available to pay for the services, the contractor may file a claim.

19.QUANTITIES: The state may order more or less than the estimated quantity in the invitation for bid.

20.DISCLOSURE: Failure to make any disclosure required by the Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.

AGENCIES WITH PURCHASING OFFICIALS

Ark. State Highway & Trains. Dept. - Little Rock
Ark. State Univ./Mountain Home - Mountain Home
Ark. State Univ./Beebe - Beebe
Ark. State Univ./Jonesboro - Jonesboro
Ark. Tech Univ. - Russellville
East Ark. Comm. College - Forrest City
Garland County Comm. College - Hot Springs
Henderson State Univ. - Arkadelphia
Mississippi County Comm. College - Blytheville
North Ark. Comm./Tech. College - Harrison
Northwest Ark. Comm. College - Bentonville
Phillips County Comm. College - Helena
South Ark. Comm. College - El Dorado
Southern Ark. Univ.-Tech - Camden
Southern Ark. Univ. - Magnolia
Univ. of Ark. For Medical Sciences- Little Rock
Univ. of Ark. at Little Rock - Little Rock
Univ. of Ark. at Monticello - Monticello
Univ. of Ark. at Pine Bluff - Pine Bluff
Univ. of Ark. - Fayetteville
Univ. of Central Ark. - Conway
Westark Comm. College - Fort Smith

EXCEL TABULATION ABBREVIATIONS:

ADF – Automatic document feeder
ADU – Automatic duplexing unit
ARF – Automatic resort feeder
BPT – By pass tray
CAB – Cabinet
FIN – Finisher
FS – Finisher stacker
HCP – High capacity feeder (same as LCC/LCT)
LCC – Large capacity cassette (same as LCT/HCP)
LCT – Large capacity tray (same as LCC/HCP)
OS – Offset stacker
PF1P - Stand
PFU – Paper feed unit
RADF – Reversing automatic document feeder

RDH – Recalculating document handler

10BS – 10 bin sorter

20BS – 20 bin sorter